

## Pricing Information Addendum for PNC Bank Consumer Credit Card Agreement # K-4736

**A Note About the Attached Consumer Credit Card Agreement (# K-4736):** The attached consumer credit card agreement was the standard agreement used for PNC Bank, National Association secured consumer credit card accounts as of 12-31-11. This agreement may have changed or may no longer be in use after that date. The information in this *Pricing Information Addendum* is a summary of all pricing information that was available for accounts subject to this agreement as of 12-31-11.

**Summary of Interest Rate Information:** Annual Percentage Rates ("APRs") below with a (V) vary (increase or decrease) with the market based on the prime rate (index). The Penalty APR may be applied to the consumer's account if the consumer makes a late payment. If the APRs on an account are increased for this reason, the Penalty APR will apply until the consumer makes six consecutive minimum payments by the applicable due date.

Feature	Margin	Daily Periodic Rate of Interest	Corresponding APR
Purchases and Balance Transfers	15.74%	0.05202% (V)	18.99% (V)
Cash Advances	18.74%	0.06024% (V)	21.99% (V)
Penalty APR	25.74%	0.07942% (V)	28.99% (V)

Minimum Interest Charge: \$1.50

### Summary of Fee Information:

Fee	Fee Amount
Annual Fee	\$36 (\$3 per month)
Balance Transfer	3% of the amount of the balance transfer or \$5, whichever is greater
Cash Advance	4% of the amount of the cash advance or \$10, whichever is greater
Foreign Transaction	3% of each foreign transaction in U.S. dollars
Late Payment	Up to \$35
Returned Payment	Up to \$35

**Paying Interest (grace period):** The due date on an account is at least 21 days after the close of each billing cycle. No interest is charged on new purchases appearing on the consumer's current statement if the consumer paid in full the "New Balance" shown on the consumer's previous statement and the payment was received by that due date. We begin charging interest on cash advances and balance transfers on the transaction date.

**Balance Computation Method:** The method used to calculate the balances subject to interest on a consumer's account is called the "average daily balance (including new purchases)." Here are the details about this calculation method for purchases, balance transfers and cash advances:

- How we calculate the balance on purchases (including balance transfers):** (1) We start with the unpaid amount of purchases for the current billing cycle, which may include unpaid interest and fees from previous billing cycles. (2) Each day we subtract any payments or credits that apply to purchases. We add any new purchases, any new fees that apply to purchases, and any interest on the previous day's purchase balance if you have not paid in full the New Balance on your previous statement by the due date. This gives us the daily balance of purchases. (3) Then we add up all the daily balances of purchases for the billing cycle and divide by the total number of days in the billing cycle. This gives us the "average daily balance of purchases" for the current billing cycle. (Although balance transfers are calculated as part of the average daily balances (including new purchases), there is no grace period for balance transfers).
- How we calculate the balance on cash advances:** (1) We start with the unpaid amount of cash advances, which may include unpaid interest and fees from previous billing cycles. (2) Each day we subtract any payments or credits that apply to cash advances. Then we add any new cash advances, any new fees that apply to cash advances, and any interest on the previous day's cash advance balance. This gives us the daily balance of cash advances. (3) Then we add up all the daily balances of cash advances for the billing cycle and divide by the total number of days in the billing cycle. This gives us the "average daily balance of cash advances."

### Variable Rate Information:

**How We Calculate Interest On Purchases (including balance transfers).** We will calculate interest on purchases by multiplying the "average daily balance of purchases" by the total number of days in the billing cycle, and multiplying the product by the applicable daily periodic rate of interest then in effect. The daily periodic rate of interest for each billing cycle shall be computed by adding a margin ("Margin For Purchases") to the value of the index and dividing by 365. The corresponding annual percentage rate will be the index plus the Margin For Purchases. (See the chart above for the margins, daily periodic rates and APRs that apply.)

**How We Calculate the Interest on Cash Advances.** We will calculate interest on cash advances by multiplying the “average daily balance of cash advances” by the total number of days in the billing cycle, and multiplying the product by the daily periodic rate of interest then in effect. The daily periodic rate of interest for each billing cycle shall be a rate computed by adding a margin (“Margin For Cash Advances”) to the value of the index and dividing by 365. The corresponding annual percentage rate will be the index plus the Margin For Cash Advances. (See the chart above for the margins, daily periodic rates and APRs that apply.)

**How We Calculate the Interest if the Penalty APR (Default Rate) is in Effect for Purchases (including balance transfers) and Cash Advances.** If the Penalty APR is in effect for purchases (including balance transfers) and cash advances, the daily periodic rate of interest for each billing cycle shall be computed by adding a margin (“Margin for Penalty APR”) to the value of the index and dividing by 365. The corresponding annual percentage rate will be the index plus the Margin for Penalty APR. (See the chart above for the margins, daily periodic rates and APRs that apply.)

**The Index We Use to Calculate Interest:** If you have a variable APR, your APR is based in part on the value of an index. The index we use is as follows:

INDEX. The periodic rate of interest and corresponding annual percentage rate for purchases (including balance transfers), cash advances, and any Penalty APR in effect are based on the value of an index (“Index”). The Index in effect for each billing cycle shall be the “Prime Rate” of interest appearing in the “Money Rates” section of *The Wall Street Journal* published on the 20<sup>th</sup> day of the month preceding the first day of such billing cycle or, if *The Wall Street Journal* is not published on such date, the next day on which such Prime Rate is published. Any increase or decrease in the value of the Index will result in a corresponding increase or decrease in the periodic rates of interest and annual percentage rates that apply to your Account. Any change to periodic rates of interest and corresponding annual percentage rates that are a result of a change to the Index will be effective as of the first day of the applicable billing cycle. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the amount of the interest, and in the minimum payment amount (unless the minimum payment is equal to or less than \$10).

# **PNC Bank Consumer Credit Card Agreement**

## **JURY TRIAL WAIVER NOTICE**

**This credit card agreement includes a section called “Jury Trial Waiver,” which is an agreement to waive any right to trial by jury in the event of litigation between you and PNC Bank. Please refer to Section 29 for details.**

Retain this Agreement with your other important documents.

1. **DEFINITIONS.** “We,” “us,” and “our” mean PNC Bank, National Association and its successors and assignees. “You” and “your” mean each person who, verbally or in writing (including electronically), applies or accepts our offer for, or who otherwise agrees to be financially responsible with respect to, the Account. “Account” means your VISA® or MasterCard® credit card account with us. “Agreement” means this PNC Bank Consumer Credit Card Agreement. “Card” or “Cards” means any credit card(s) we issue to you for your Account. “Card Mailer” means a document we provide to you to which your Card(s) is/are attached. “Change” or “Changes” means any modifications of, or additions or deletions to, the Agreement. “Check” or “Checks” means any convenience check(s) we issue to you for your Account. “Index” is defined in Section 10.A of this Agreement. “Interest Rate and Fee Disclosures” means the Interest Rate and Fee Disclosures provided with this Agreement. “Penalty APR” is defined in Section 10.D of this Agreement. “Statement” is defined in Section 8 of this Agreement. Other terms are defined elsewhere in this Agreement.
2. **AGREEMENT TO TERMS.** We have opened the Account at your request. Your signature on an application or offer certificate, your acceptance verbally or electronically of an offer and/or the Account, and/or your or an authorized user’s use of the Account in any way means you agree to all the terms of this Agreement and you will be obligated by this Agreement unless you close the Account before you or an authorized user uses it. Disclosures provided at the time of application, the Interest Rate and Fee Disclosures, the Card Mailer (except for our Privacy Principles as described in Section 28 of this Agreement), and any disclosures we provide with any Checks are part of and incorporated into this Agreement. This Agreement begins on the date that we make a final decision to open your Account.
3. **CHANGES TO THIS AGREEMENT.** You agree that, except to the extent prohibited by applicable law, we may change at any time any of the terms of this Agreement including, but not limited to, annual percentage rates, fees, and whether the annual percentage rates are non-variable or variable.

**We will notify you of any Change if required by applicable law. In addition, if required by applicable law, the notice will tell you of any right you may have, and any steps you must take, to reject the Changes. Any required notice will be sent to you at your address shown on our records.**

**If you properly notify us that you reject the Changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of Changes. If your Account is closed, if we ask, you agree to return all Cards and Checks. If you do not properly notify us that you reject the Changes by the date stated in the notice, you will be deemed to have accepted all Changes in the notice and to have accepted and confirmed all terms of your Agreement.**

4. **USE OF ACCOUNT.** You must sign a Card in order to use it. A Card may be used for purchases of goods and services from a participating merchant for personal, family and household purposes only. You can get cash advances from us or from another participating financial institution by using an automated teller machine (ATM), by issuing a Check against your Account, or through any other means we offer. Cash advances also include the use of your Account to purchase Cash Equivalent Items. “Cash Equivalent Items” means traveler’s checks; money orders; wire transfers; gift cards; lottery, betting and gambling purchases; and payments made to government entities. The Account may not be used for lottery, betting or gambling transactions if such transactions are made through the internet, or for any illegal transactions. We may refuse a request for a purchase, Balance Transfer or cash advance or return any Check unpaid if your right to use the Account has been revoked, if the transaction would cause you to exceed your applicable Credit Limit or Cash Advance Limit (defined in Section 5), or if you are in default on the Account (“default” is explained in Section 22). We are not responsible for refusal by anyone to honor a Card or Check. Except as described in the “Your Billing Rights” section of this Agreement, we have no liability for any claim you may have arising out of any purchases made with a Card.
5. **CREDIT LIMIT.** Your “Credit Limit” is the maximum amount of credit we have established for your Account. The minimum Credit Limit is \$250. Your separate “Cash Advance Limit” is part of the total Credit Limit. We will tell you the amount of your Credit Limit and Cash Advance Limit. They will be printed on the Card Mailer and on your Statement. You agree not to make purchases or obtain cash advances that would cause your Account to exceed the Credit Limit or Cash Advance Limit, as applicable. If you do, we can still charge you for all purchases and cash advances without giving up any of our rights under this Agreement. We may change your Credit Limit or Cash Advance Limit at any time and for any reason, including changes based on a review of the performance of your Account and/or periodic consumer credit reports we obtain from consumer reporting agencies. If your Credit Limit is ever increased, you must increase your Security Deposit by the amount of the increase in your Credit Limit, which must be in multiples of \$50.00. Your Credit Limit may not be increased for up to 15 days after we post your additional Security Deposit, and it will not be increased if your additional Security Deposit is made by a check, money order, electronic entry or other method that is not honored by the financial institution it is drawn on or is otherwise not paid. If you send us a check, it must be drawn on an account maintained at a financial institution located in the United States. All Security Deposits must be in U.S. dollars. If you want to decrease your Credit Limit, you need to tell us in writing. There is a maximum of 2 decreases per Account. The minimum decrease is \$250, and larger decreases may be made in multiples of \$50.00. If you ask us to

decrease your Credit Limit, within 60 days after we receive your request, we will withdraw the amount of the decrease from your Security Deposit, apply as much as necessary to your Account to bring your balance down to the new Credit Limit, and send you a check for the remainder of your Security Deposit that exceeds your new Credit Limit.

6. **AGREEMENT TO PAY.** You agree to pay all amounts due on your Account. If your Account is a joint Account, each of you is jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission.
7. **MINIMUM PAYMENT; APPLICATION OF PAYMENTS.** You must pay at least the "Minimum Payment" each month by the due date shown on your Statement. The Minimum Payment will be the largest of: (A) \$10; or (B) 2.5% of the "New Balance" shown on your Statement, plus any past due amounts; or (C) 1.0% of the New Balance plus (i) the total interest (including any minimum interest charge) shown on your Statement, AND (ii) any fees listed in Section 11 of this Agreement shown on your Statement (except any annual fee or foreign transaction fee). If your New Balance is less than \$10, you must pay us the total New Balance. In addition to the Minimum Payment, you agree to pay any "Overlimit Amount" shown on your Statement each month by the due date shown on your Statement. **You may pay any or all of the New Balance of your Account at any time without incurring any prepayment charge.** If you pay more than the Minimum Payment, you still must pay at least the Minimum Payment each time we send you a Statement. With regard to each payment you make, we will decide in accordance with applicable law the application of your payment. Any payment you make in excess of the Minimum Payment will be allocated to balances with higher annual percentage rates before balances with lower annual percentage rates. Your Minimum Payment will be allocated to balances in our discretion. You cannot use a convenience check drawn on us to make a payment. All payments, including any payments made by check, must be in U.S. dollars and must be made in accordance with the payment terms and conditions provided in your Statement. We will credit your Account in accordance with those terms and conditions and the terms and conditions in this Agreement subject to applicable law. If you pay us by check, your check must be drawn on an account maintained at a financial institution located in the United States. We may allow you, from time to time, to skip one or more monthly payments, and we will notify you when this option is available. If you elect to skip a payment, interest will continue to accrue, and the requirement to make a Minimum Payment each month will resume following the skip payment period. **IMPORTANT INFORMATION ABOUT CREDIT AVAILABILITY:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 to 14 days, depending on the amount of the payment and other factors.
8. **STATEMENTS.** We will send you a statement ("Statement") at your address shown on our records at the end of each Billing Cycle as required by applicable law. We send only one Statement for all Cards with your Account number. If there are two or more of you, we send the Statement to the first applicant listed on any paper or electronic application or acceptance certificate you submitted or, if your application or acceptance of our offer to you was made verbally, the person we have designated as the "primary" accountholder. Each Statement covers a Billing Cycle. "Billing Cycle" means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement.
9. **WHEN INTEREST WILL BE ADDED TO YOUR ACCOUNT.**
- A) **PURCHASES.** We will charge interest on purchases from the date of each transaction. Interest will continue to be imposed until the date payment in full of the New Balance is posted to your Account. You may avoid interest on new purchases appearing on your current Statement if you paid in full the New Balance shown on your previous Statement and your payment was received by that due date.
- B) **CASH ADVANCES.** We will charge interest on each cash advance from the date of the cash advance. We will charge interest on each Check from the date it is received by us. We will figure interest on unpaid cash advances and Checks and on new cash advances and Checks even if you paid in full the New Balance shown on your previous Statement and your payment was received by that due date. In other words, there is no grace period for cash advances.
- C) **BALANCE TRANSFERS.** We will charge interest on each Balance Transfer from the date the Balance Transfer posts to your Account. We will figure interest on unpaid Balance Transfers and on new Balance Transfers even if you paid in full the New Balance shown on your previous Statement and your payment was received by that due date. In other words, there is no grace period for Balance Transfers. Balance Transfers are included in the "average daily balance of purchases" and subject to the annual percentage rate and daily periodic rate of interest in effect for purchases unless otherwise specified.

## 10. HOW WE CALCULATE THE AMOUNT OF INTEREST.

A) INDEX. Unless an introductory or special non-variable rate applies to your Account for a specified period of time as we may have disclosed to you, the periodic rate of interest and corresponding annual percentage rate for purchases (including Balance Transfers), cash advances, and any Penalty APR in effect, are based on the value of an index ("Index"). The Index in effect for each Billing Cycle shall be the "Prime Rate" of interest appearing in the "Money Rates" section of *The Wall Street Journal* published on the 20th day of the month preceding the first day of such Billing Cycle or, if *The Wall Street Journal* is not published on such date, the next day on which such Prime Rate is published. Any increase or decrease in the value of the Index will result in a corresponding increase or decrease in the periodic rates of interest and annual percentage rates that apply to your Account. Any change to periodic rates of interest and corresponding annual percentage rates that is a result of a change to the Index will be effective as of the first day of the applicable Billing Cycle. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the amount of the interest and in the Minimum Payment amount (unless the Minimum Payment is equal to or less than \$10). Your Statement will disclose the applicable annual percentage rates for the Billing Cycle.

B) PURCHASES. We use the "average daily balance (including new purchases)" method to calculate interest on purchases. The following description is how we calculate interest on purchases:

- (1) We start with the unpaid amount of purchases for the current Billing Cycle, which may include unpaid interest and fees from previous Billing Cycles.
- (2) Each day we subtract any payments or credits that apply to purchases. Then we add any new purchases, any new fees that apply to purchases, and any interest on the previous day's purchase balance if you have not paid in full the New Balance on your previous Statement by that due date. This gives us the daily balance of purchases.
- (3) Then we add up all the daily balances of purchases for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the "average daily balance of purchases" for the current Billing Cycle.
- (4) We will calculate interest on purchases by multiplying the "average daily balance of purchases" by the total number of days in the Billing Cycle, and multiplying the product by the applicable daily periodic rate of interest then in effect. The daily periodic rate of interest for purchases for each Billing Cycle shall be computed by adding a margin ("Margin For Purchases") to the value of the Index and dividing by 365. The corresponding annual percentage rate will be the Index plus the Margin For Purchases. For details about your Margin For Purchases and the daily periodic rate of interest and corresponding annual percentage rate that apply to purchases, please refer to the "Summary of Your Interest Rate Information" section of the enclosed Interest Rate and Fee Disclosures.

C) CASH ADVANCES. We use the "average daily balance of cash advances" to calculate interest on cash Advances. The following description is how we calculate the interest on cash advances:

- (1) We start with the unpaid amount of cash advances, which may include unpaid interest and fees from previous Billing Cycles.
- (2) Each day we subtract any payments or credits that apply to cash advances. Then we add any new cash advances, any new fees that apply to cash advances, and any interest on the previous day's cash advance balance. This gives us the daily balance of cash advances.
- (3) Then we add up all the daily balances of cash advances for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the "average daily balance of cash advances."
- (4) We will calculate interest on cash advances by multiplying the "average daily balance of cash advances" by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of interest then in effect. The daily periodic rate of interest for cash advances for each Billing Cycle shall be a rate computed by adding a margin ("Margin For Cash Advances") to the value of the Index and dividing by 365. The corresponding annual percentage rate will be the Index plus the Margin For Cash Advances. For details about your Margin For Cash Advances and the daily periodic rate of interest and corresponding annual percentage rate that apply to cash advances, please refer to the "Summary of Your Interest Rate Information" section of the enclosed Interest Rate and Fee Disclosures.

D) PENALTY APR.

- (1) Regardless of any other provision of this Agreement to the contrary (including any Special Rate Offers – See Section 10.F for details), you agree that we may, at our discretion, to the extent permitted by applicable law and subject to any notice we are required to give you under applicable law, increase the daily periodic rate and annual percentage rate for purchases, cash advances and Special Rate Transactions (defined in Section 10.F), including existing balances and all future transactions, to a higher “Penalty APR” if we have not received at least your Minimum Payment within 60 days after the due date for such Minimum Payment (“Penalty APR Event”). We will tell you, in accordance with applicable law, when the Penalty APR will take effect.

If the Penalty APR is in effect for purchases, cash advances and Special Rate Transactions, the daily periodic rate of interest for each Billing Cycle shall be computed by adding a margin (“Margin For Penalty APR Balances”) to the value of the Index and dividing by 365. The corresponding annual percentage rate will be the Index plus the Margin For Penalty APR Balances. For details about your Margin For Penalty APR Balances and the daily periodic rate of interest and corresponding annual percentage rate that apply when the Penalty APR is in effect, please refer to the “Summary of Your Interest Rate Information” section of the enclosed Interest Rate and Fee Disclosures. The application of the Penalty APR does not cure the Penalty APR Event that caused the Penalty APR to be charged, nor shall it affect any of our rights under the “Default” section of this Agreement (Section 22).

- (2) After the Penalty APR goes into effect on your Account, your Account may again be eligible for the annual percentage rate that would otherwise apply after you meet the repayment requirements of your Agreement with us for six consecutive Billing Cycles. After six consecutive payments, your Account will be reviewed automatically. If all payments that you made were greater than or equal to the Minimum Payment required and were received by the due dates, your annual percentage rate for all balances, as well as future transactions, will become the terms which would then apply to your Account had the Penalty APR Event not occurred. Your Account will no longer be eligible for any special rate under a Special Rate Offer unless you are entitled to such special rate by applicable law.

E) MINIMUM INTEREST CHARGE. We will assess a minimum interest charge of \$1.50 in any Billing Cycle in which interest is billed.

F) SPECIAL RATE OFFERS.

- (1) We may offer special introductory or promotional rates and/or fees on your Account (“Special Rate Offers”). If we do, we will advise you of the annual percentage rates associated with the Special Rate Offer, how long they will be in effect, the balances to which they will apply, and other terms of the Special Rate Offer. Any Special Rate Offer will be subject to the terms of the offer and this Agreement. We may identify Special Rate Offer balances separately on your Statement. When a Special Rate Offer is in effect we may, at our discretion, discontinue the special rate pursuant to the “Penalty APR” section of this Agreement.

- (2) If a Special Rate Offer applies to purchases, cash advances or Balance Transfers on your Account, we use the “average daily balance of Special Rate Transactions” to calculate interest on such transactions (“Special Rate Transactions”). The following description is how we calculate the interest on each category of Special Rate Transactions:

- (a) We start with the unpaid amount of the Special Rate Transactions, which may include unpaid interest and fees from previous Billing Cycles.
- (b) Each day we subtract any payments or credits that apply to such Special Rate Transactions. Then we add any new Special Rate Transactions, any new fees that apply to such Special Rate Transactions, and if the Special Rate Transaction is a purchase and you have not paid in full the New Balance on your previous Statement by that due date or if the Special Rate Transaction is a Balance Transfer or cash advance, any interest on the previous day’s Special Rate Transactions. This gives us the daily balance of such Special Rate transactions.
- (c) Then we add up all the daily balances of such Special Rate Transactions for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the “average daily balance of Special Rate Transactions.”

- (d) We will calculate interest on each category of Special Rate Transactions by multiplying the “average daily balance of Special Rate Transactions” by the total number of days in the Billing Cycle, and multiplying the product by the applicable daily periodic rate of interest then in effect for such category of Special Rate Transactions. The daily periodic rate of interest for Special Rate Offers for each Billing Cycle shall be computed by dividing the applicable annual percentage rate by 365. Please refer to the “Summary of Your Interest Rate Information” section of the enclosed Interest Rate and Fee Disclosures for detailed information about any introductory rate applicable to your Account.

11. FEES. Subject to applicable law, we may charge your Account for the following fees. **The amount of each of these fees is provided in the enclosed Interest Rate and Fee Disclosures.** The application and payment of a fee will not correct the situation that caused the fee to be charged. Unless we tell you otherwise, all fees, except for cash advance fees, are included the average daily balance of purchases for purposes of determining how much interest is due and owing on your Account (see Section 10.B for details). Your cash advance fees are included in your average daily balance of cash advances (see Section 10.C for details).

A) Annual Fee. We may charge an annual fee to your Account if such fee is disclosed to you in the enclosed Interest Rate and Fee Disclosures.

B) Late Payment. We may charge a late payment fee to your Account if you do not pay at least the Minimum Payment by the due date. We may charge an additional late fee for each Billing Cycle that your Account is past due.

C) Cash Advance Fee. In addition to any interest charged to your Account for cash advances you take, we may charge a fee to your Account each time you take a cash advance.

D) Balance Transfer Fee. In addition to any interest charged to your Account for Balance Transfers you obtain, we may charge a fee to your Account each time you obtain a Balance Transfer.

E) Returned Payment Fee. If you make a payment on your Account (1) with a check and that check is not honored by the financial institution on which it is drawn or (2) by an electronic debit entry to a bank account (autopay) and the entry is returned unpaid, we may charge you a returned payment fee.

F) Stop Payment Fee. We may charge a stop payment fee if you order us to stop payment on a Check (see Section 16 for details) or Balance Transfer or if you renew a stop payment order.

G) Research Fee. We may charge you a per copy research fee for all copies of Statements, Checks, or Balance Transfer checks or other documents in our files that you request. You will reimburse us for fees charged by Visa and MasterCard for copies of sales drafts, cash advance drafts, and other items that you request that must be obtained from Visa and MasterCard. Fees will not be charged if the request directly relates to a disputed item appearing on your Statement.

H) Foreign Transaction Fee. We may charge you a foreign transaction fee (see Section 13 for details).

I) Rush Card Fee. We may charge you a rush card fee if we expedite delivery of a replacement Card at your request.

J) Expedited Payment Fee. We may charge you an expedited payment fee if a customer service representative expedites the posting of a payment to your Account at your request.

12. BALANCE TRANSFERS. We may permit you to transfer balances and obligations that you owe other companies or financial institutions (“Balance Transfers”) to your Account subject to this Agreement and the terms and conditions of any special Balance Transfer offers we make to you. Your available Credit Limit will be reduced by the total amount of the Balance Transfer. Any Balance Transfer must be at least \$200; however, we may choose to process a Balance Transfer for less at our discretion. Balance Transfers will post to your Account and be separately reflected on your Statements as a Balance Transfer or, depending upon the offer, may post to your Account and be treated as a purchase, cash advance or some other kind of advance transaction. As noted elsewhere in this Agreement, unless otherwise specified in the offer, interest on Balance Transfer transactions will be at the rate for purchases; however, Balance Transfers are not eligible for the grace period. We will, in connection with any special Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to your Account and be reflected on your Statements. You may not request Balance Transfers of existing obligations you owe us or our affiliates. Balance Transfer requests to individuals for cash will not be processed. Recurring payments to the same companies or financial institutions will not be processed as a Balance Transfer. If you request a Balance Transfer that would



cause your Account to exceed its Credit Limit, we may, at our option, (a) post the entire Balance Transfer requested to your Account; (b) post only a portion of the Balance Transfer requested to your Account up to the amount of credit available under the Credit Limit; or (c) refuse to process any of the amount of the Balance Transfer requested. Recently disputed charges with other creditors should not be included in a Balance Transfer request. By transferring an amount in dispute, certain dispute rights you have may be forfeited. Allow approximately three weeks from account opening for processing of your Balance Transfers. Balance Transfers will not automatically close the account from which the Balance Transfer was made. You must contact the other creditor to close that account. Balance Transfers do not earn points or rebates under reward programs. We may, for any reason in our sole discretion, including your default under the terms of this Agreement, deny any Balance Transfer request.

13. **FOREIGN TRANSACTIONS.** Transactions with merchants and financial institutions outside the borders of the U.S. and its territories are "foreign transactions." If a foreign transaction is made in a foreign currency, we will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa International or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, we will charge a foreign transaction fee for each foreign transaction. This fee will be in addition to other fees that might normally apply to the transaction. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a transaction made in a foreign currency may be greater than the cash advance or purchase at the time it was made.
14. **OVERDRAFT PROTECTION.** "Overdraft Protection" allows us to transfer funds from your Account and prevent overdrafts on a registered PNC Bank, National Association checking account. Enrollment in Overdraft Protection is optional. If you enroll, or have enrolled, in Overdraft Protection, the following terms apply to your Account. When you enroll in Overdraft Protection, it may take up to twelve (12) days for the Overdraft Protection to be activated. You authorize us to make Overdraft Protection advances ("Overdraft Protection Advances") from your Account as provided in this Agreement and any separate Overdraft Protection terms and conditions that were provided to you that apply to your checking account if a checking account that you registered when enrolling in Overdraft Protection becomes overdrawn. Any Overdraft Protection Advance will be processed and will post as a cash advance to your Account. You may be charged a cash advance fee for each Overdraft Protection Advance. In addition to any cash advance fee and interest that are assessed to your Account for an Overdraft Protection Advance, separate fees may be assessed to your designated checking account(s) for accessing Overdraft Protection (see the fee schedule for your checking account(s) for specific fee information). We may cancel Overdraft Protection privileges under the Account even if the Account remains open for other transactions. Overdraft Protection privileges will be automatically cancelled if the Account is closed by either you or us at any time. Overdraft Protection may be suspended if your Account is in default as defined in this Agreement. If your right to use the Account has been revoked or suspended, or if you are in default under the terms of this Agreement, and we refuse to make an Overdraft Protection Advance, we may, in our sole discretion, (i) not pay any checks, items or entries that would cause an overdraft with respect to the applicable checking account or (ii) pay any checks, items or entries and permit an overdraft with respect to the applicable checking account. In either case, certain checking account fees may apply (see the fee schedule for your checking account(s) for specific fee information).

An Overdraft Protection Advance will be made only once per day for each designated checking account. Overdraft Protection Advances to your checking account from the Account are processed after the close of business Monday through Friday. Overdraft Protection Advances will be made for a minimum amount as detailed in the Overdraft Protection terms and conditions that were provided to you that apply to your checking account; amounts over the minimum amount will be rounded up to the next whole dollar.

15. **PAYMENT GUARANTY.** You may purchase debt cancellation coverage from us. We call the debt cancellation coverage *Payment Guaranty* ("Plan"), which has several coverage options. You are not required to purchase the Plan in order to obtain credit from us and the Plan will not be provided unless you sign or initial a separate enrollment form and agree to pay the additional cost stated on that form. The monthly fee for the Plan will be included in the average daily balance of purchases for purposes of determining how much interest is due and owing on your Account (see Section 10.B for details). If you elect to purchase the Plan, you agree to be bound by the Plan "Terms and Conditions" Addendum, which is incorporated herein by reference including, but not limited to, any limitations, exclusions, or conditions contained therein.
16. **STOP PAYMENT ORDER.** We may permit you to stop payment on any Check. In order for your stop payment order to be considered timely, we must receive your order at a time and in a manner that gives us a reasonable opportunity to act on it prior to payment. A written or oral stop payment order is effective for six (6) months from the date of receipt by us, unless you notify us in writing to cancel the stop payment order sooner. If you wish to extend a stop payment

order for an additional period, you must call us or write to us prior to the expiration of the original stop payment period. If your stop payment order is not extended, we may pay any Check that is presented to us after your original stop payment order has expired.

If there are two or more of you, we will accept stop payment orders from any one of you, regardless of who wrote the Check or gave the withdrawal order. Stop payment orders are subject to our current charge for that service. You may place a stop payment order by calling the customer service number on your Statement. We will request the following information about the Check or other withdrawal order to be stopped:

- Account number
- Amount
- Check number
- Name of party to be paid
- Date
- Your name and address

Stop payment orders are processed by computer. Unless the amount of the Check and other information are reported absolutely accurately, we cannot assure you that the Check you want stopped will not be paid.

In the event that we inadvertently pay a Check over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the Check and on the underlying claim.

17. **SECURITY DEPOSIT.** You must keep an amount equal to your Credit Limit on deposit with us as security for your Account ("Security Deposit"). When you applied for your Account, you signed a Security Agreement which gives us a security interest in your Security Deposit and explains when we can use your Security Deposit to pay your obligations to us. We have no other security interest for the Account even though other agreements we have with you may say that we do.
18. **REMOVING AUTHORIZED USER.** If you let someone else use your Account and you want to stop letting that person use your Account, you must destroy all Cards and Checks that are in that person's name or in that person's possession. If you are unable to obtain that person's Cards or Checks, you may request in writing that we close your Account and you may apply for a new Account. We may charge you for any costs we incur in this process.
19. **LOST OR STOLEN CARDS OR CHECKS.** If a Card or Check is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a Card or Check without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Until you do, you may have to pay up to \$50 for the purchases and/or cash advances made by anyone who used the Card without your permission. You may also be liable for unauthorized use of Checks.
20. **HOW TO CLOSE YOUR ACCOUNT.** You may close your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing. You cannot use a Card or Check or otherwise use your Account after you close your Account. However, all other provisions of this Agreement will continue to apply, including your obligation to pay the full amount you owe us. If your Account is closed, if we ask, you agree to return all Cards and Checks.
21. **WE HAVE THE RIGHT TO SUSPEND OR CLOSE YOUR ACCOUNT.** We may suspend your use of the Account, including your use of your Card or Checks at any time for any reason, subject to any restrictions under applicable law. We may also close your Account at any time for any reason, subject to any restrictions under applicable law. We may also cancel the Visa or MasterCard credit card programs at any time for any reason. You must return all Cards and Checks to us if we ask. This includes all Cards and Checks you gave to others. You cannot use a Card or Check or otherwise use your Account after we close your Account. All other provisions of the Agreement will continue to apply.
22. **DEFAULT.** If (a) you become insolvent or bankrupt; (b) are declared legally incapacitated or die; (c) you exceed your Credit Limit or Cash Advance Limit; (d) you fail to make any payment due on your Account by the due date; (e) you default on any obligation of yours to us; (f) we in good faith believe you will not be able to meet the repayment requirements due to an adverse change in your financial circumstances; (g) we have any reason to believe that the Account is in danger of, or is being used for, fraud or improper purposes; (h) (except where prohibited by law) you are married and reside in a community property state and we receive a written notice from you or your spouse that he or she is no longer liable on the Account; (i) your Account becomes inactive; (j) you have made false statements affecting the Account application or maintenance of your Account or (k) (except where prohibited by law) this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account, then you will be in default, subject to any restrictions under applicable law. If you are in default, we may immediately close your Account and you must immediately pay in full all amounts due on your Account, subject to any restrictions

under applicable law. All other provisions of the Agreement will continue to apply. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

23. **NO WAIVER OF RIGHTS.** We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may take other actions not listed in this Agreement. If we take any other action, we will not lose our rights under this Agreement. We may accept late payments or partial payments without losing any of our rights. **If your payment is marked with the words "Paid in Full" or similar language, you must send your payment to the Customer Service address listed on your Statement.** If your payment is made to any other address, we may accept the payment without losing any of our rights.
24. **LAW THAT APPLIES TO THIS AGREEMENT.** The provisions of this Agreement will be governed by (i) federal laws and regulations and (ii) the laws of Delaware to the extent Delaware laws are not preempted by federal laws or regulations and without regard to conflict of law principles. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there. For Maryland residents, only to the extent federal law and the laws of the State of Delaware do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.
25. **WE MAY TRANSFER YOUR ACCOUNT.** We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you. You may not transfer your Account or your rights under this Agreement to any person or company.
26. **NEW INFORMATION.** You must tell us at once if you change your name, address, or employment.
27. **BILLING ERRORS.** Please see the important information regarding your rights to dispute billing errors ("Your Billing Rights") printed with this Agreement.
28. **PRIVACY PRINCIPLES AND DISCLOSURE OF ACCOUNT INFORMATION.** You will receive a copy of our Privacy Principles when you open your Account (included with this Agreement) and at least once annually while you remain our customer. We also keep copies of our Privacy Principles in our financial institution offices and post it on our website. These Privacy Principles explain what personal information we collect, why we collect it, how we protect personal information, and how and why in certain cases we may share such information among affiliated companies and with select other parties. We also tell you how to exercise certain personal information sharing choices. We may amend our Privacy Principles from time to time. We may provide your personal data to Visa U.S.A., MasterCard, their members, or their respective contractors for the purpose of providing Emergency Cash or Emergency Card Replacement Services, and you consent to the release of that information.
29. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO ANY TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU AND WE EACH REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**
30. **TELEPHONE CALLS; MONITORING.** You agree that we have an established business relationship with you, and unless otherwise prohibited by law, we may contact you to offer you products and services that we believe may be of interest to you. Such contacts are not unsolicited, and we may contact you by telephone and with an automated dialing and announcing device or by fax at any telephone number you have given to us, including the telephone number on your application, or by email or other form of electronic communication and we may monitor telephone calls with you to assure quality service. In addition, by using the Account, you are confirming that at the time you applied for the Account or accepted an offer from us for the Account, you expressly consented to receive calls to your cell phone, made by us and/or our affiliates and/or our or our affiliates' representatives, using a prerecorded or other voice message or an automatic dialing system.
31. **NOTICES. THE FOLLOWING NOTICES ARE GIVEN BY US ONLY TO THE EXTENT NOT INCONSISTENT WITH 12 U.S.C. SECTION 85 AND APPLICABLE FEDERAL REGULATIONS AND OPINIONS AND THE CHOICE OF LAW PROVISION SET FORTH HEREIN (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS).**

## NOTICE TO ALL BORROWERS

A negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency if you fail to fulfill the terms of your credit obligations. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at the Customer Service address shown on your statement.

**MISSOURI:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**OHIO:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual request. The Ohio Civil Rights Commission administers compliance with this law.

**TEXAS:** THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### ***What To Do If You Find A Mistake On Your Statement***

If you think there is an error on your statement, write to us at:

PNC Bank, N.A.  
P.O. Box 3429  
Pittsburgh, PA 15230-3429

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us but, if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### ***What Will Happen After We Receive Your Letter***

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### ***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

PNC Bank, N.A.  
P.O. Box 3429  
Pittsburgh, PA 15230-3429

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.